

APPENDIX A
COMPLIANCE AGREEMENT REGARDING E-RATE INTERNAL CONTROLS,
MONITORING AND AUDIT REQUIREMENTS

In accordance with the terms set forth in, and subject to the Parties' execution of, the Civil Settlement Agreement ("Civil Settlement") related to E-Rate-supported services provided by AT&T Technical Services Company ("ATTSCO") to the Indiana Telecommunications Network Commission ("Intelenet"), ATTSCO and those other affiliates of AT&T Inc. that provide E-Rate-supported services in Indiana ("AT&T Indiana E-Rate Organizations")¹ agree (i) to take all steps reasonably necessary to ensure that, with respect to all E-Rate activities in the state of Indiana, AT&T Indiana E-Rate Organizations and ATTSCO comply with all E-Rate program rules and requirements, as set forth in 47 U.S.C. § 254, in the rules (47 C.F.R. §§ 54.500 *et seq.*) and orders adopted by the Federal Communications Commission ("FCC") related to the E-Rate program, and in the guidance provided by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC"), and with the Competitive Bidding and Procurement Requirements² (collectively, the "E-Rate Rules/Requirements"); (ii) to inform the FCC and USAC of any instances of non-compliance with the FCC E-Rate Rules/Requirements (not including minor billing errors that occur and are corrected in the normal course of business) as soon as reasonably possible and within no later than seven (7) business days of discovery thereof;³ and (iii) to implement and comply with the terms of this E-Rate Compliance Agreement. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Civil Settlement to which this E-Rate Compliance Agreement is appended.

A. General Provisions

1. ATTSCO and AT&T Indiana E-Rate Organizations (collectively referred to herein as "AT&T") expressly acknowledge that substantial compliance with each term of this E-Rate Compliance Agreement and full compliance with E-Rate Rules/Requirements in connection with their E-Rate activities are conditions of their continued participation in the

¹ The term "AT&T Indiana E-Rate Organizations" is being used in this agreement to include any AT&T entities, subsidiaries and/or affiliates only with respect to those entities' activities related to the E-Rate program in Indiana, and includes, among others, managerial and supervisory employees of any AT&T entity who are engaged in or support, or who supervise anyone who is engaged in or supports, E-Rate activities in Indiana.

² The term "Competitive Bidding and Procurement Requirements" includes applicable federal, state, and local government regulations, rules, procedures, policies, obligations, or restrictions as well as any provisions of AT&T's Code of Business Conduct and other corporate policies of AT&T relating to kickbacks, gifts, meals, entertainment, the provision of other things of value, and conflicts of interest. In this E-Rate Compliance Agreement, the term "kickback" is defined in accordance with 41 U.S.C. § 52(2) (1986) as: "any money, fee, commission; credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract."

³ For the limited purpose of computing the seven-business day deadline set forth in this sentence, knowledge of the wrongful act by the person who undertook the act would not by itself constitute "discovery".

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E-Rate Program, including but not limited to their receipt of E-Rate funds for services provided in Indiana.⁴ The FCC reserves its right to appropriately pursue violations of the terms of this E-Rate Compliance Agreement. AT&T acknowledges and agrees that AT&T's failure to substantially comply with each of the terms of this E-Rate Compliance Agreement may be treated in the same manner as failure to comply in Indiana with the E-Rate Rules/Requirements, including but not limited to USAC's suspension of action on some or all of the then-pending or subsequently submitted applications and payment requests.

2. Nothing in this E-Rate Compliance Agreement is intended to alter the E-Rate Rules/Requirements or USAC's existing procedures with respect to them. In addition, compliance with the terms of this agreement does not constitute a defense in any civil, criminal, or administrative proceeding against AT&T brought by or on behalf of any federal or state governmental entities or E-Rate applicant (e.g., any qui tam litigation) alleging violations of the E-Rate Rules/Requirements, including applicable state or federal fraud, conspiracy, or antitrust laws as applied to the E-Rate program. Notwithstanding the foregoing, nothing in this agreement is intended to limit AT&T's ability to assert compliance with the terms of this agreement as a defense in any personnel or contract dispute not covered by the preceding sentence. AT&T's compliance with the terms of this agreement shall not limit the investigation of any alleged violations of E-Rate Rules/Requirements rules by the FCC/USAC or any associated enforcement activity.

3. AT&T agrees that (i) ATTSCO; (ii) any ATTSCO employees and their supervisors who worked on E-Rate activities for ATTSCO or who would have met the definition of Covered Personnel (as defined in Section B.6 below) between 1999 and 2005; (iii) any employees and their supervisors of any AT&T entity between 1999 and 2005 who worked on Intelnet E-Rate activities; and (iv) any other individuals (who are not AT&T employees) and/or third parties and their employees working on behalf of or at the direction of AT&T ("Contractors") on Intelnet E-Rate activities during the period 1999 and 2005, shall not participate in E-Rate Program activities for a period of no less than three (3) years from the Effective Date of the Civil Settlement (Effective Date), while such individuals remain employees or Contractors of any AT&T affiliated company.⁵ AT&T will submit to the FCC, within thirty (30) calendar days of the Effective Date, a list of the individuals covered by this Section A.3 and thereafter update as necessary in the event additional individuals are discovered, and may include a request for confidential treatment under 47 C.F.R. § 0.459 and relevant case law. Before re-assuming E-Rate-related duties or having any other involvement in E-Rate activities as employees or Contractors of any AT&T

⁴ The parties agree that during the term of this E-Rate Compliance Agreement, if AT&T obtains a new Service Provider Identification Number ("SPIN") from USAC that it expects to be associated with funding requests in Indiana, it will inform the FCC and USAC upon assignment of that SPIN.

⁵ As set forth in the Settlement Agreement, the United States has released ATTSCO and its parent companies, subsidiaries, and affiliates, among others, from any civil and administrative monetary claim the United States has or may have for the Covered Conduct. AT&T also has agreed to voluntary non-participation in the E-Rate program by ATTSCO and the AT&T employees described above. Therefore, the parties acknowledge that in the absence of the circumstances described in 47 C.F.R. § 54.8 or new material evidence relating to the Covered Conduct, the FCC will not institute, on its own motion, any suspension or debarment proceeding (formal or informal), or otherwise take any suspension or debarment action on its own motion, against any AT&T affiliated company, or current or former employee of any AT&T affiliated company, concerning the Covered Conduct.

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affiliated company, these individuals must receive the detailed E-Rate training provided for in Section B and will thereafter be Covered Personnel as defined herein.

4. Unless otherwise specified, the obligations set forth herein shall apply from the Effective Date until June 30, 2012, except as otherwise provided in Section E below.

5. Within sixty (60) calendar days of the Effective Date, AT&T will: (a) formally adopt a comprehensive E-Rate Compliance Policy related to its E-Rate activities in Indiana (or revise an existing policy) that is consistent with E-Rate Rules/Requirements, facilitates the implementation of the terms of this E-Rate Compliance Agreement, and requires careful and continuing oversight of AT&T's Indiana E-Rate Program ("AT&T Indiana E-Rate Policy"); and (b) within ten (10) calendar days of adoption, shall provide copies of said policy to the FCC's Office of Inspector General ("FCC-OIG"), the FCC's Office of General Counsel ("FCC-OGC"), the FCC's Wireline Competition Bureau ("FCC-WCB"), the FCC's Enforcement Bureau ("FCC-EB"), and the USAC Office of General Counsel ("USAC-OGC").

B. E-Rate Compliance Training

6. AT&T shall enhance its E-Rate training materials, including emphasizing the requirement that the competitive bidding process for E-Rate goods and services is "fair and open" and otherwise consistent with the E-Rate Rules/Requirements, and that AT&T employees and Contractors may not negotiate contract terms and rates post-bid selection that are substantially inconsistent with the Request for Proposal or other document seeking bids for E-Rate services ("RFP") and the bid (*see, e.g.*, 47 C.F.R. §§ 54.504(a), 54.509, 54.511, 54.513, and 54.523). AT&T shall make best efforts to ensure that training is completed within ninety (90) calendar days of the Effective Date.⁶ Such training shall be delivered in-person to AT&T managers, employees, and Contractors who: (a) serve Indiana customers and are involved with, or supervise employees or Contractors who are involved with, E-Rate pre-sales, sales, pricing, account and project management activities; (b) are subject matter experts that support those activities; or (c) are escalation desk employees or Contractors to whom calls relating to AT&T's E-Rate activities in Indiana may be directed from time to time (separately or collectively referred to as "Covered Personnel"). All Covered Personnel shall be required to attend the training. Attorneys who support the E-Rate activities of the Covered Personnel shall also attend or participate in the training.

7. AT&T represents that the annual training for Covered Personnel will be a minimum of three hours in length, will include information delivered orally as well as in writing, and/or *via* audio/visual presentation, and will include the following elements:

- a. A review of service providers' roles and responsibilities, including an overview of the relevant E-Rate forms, certifications and documents required by this E-Rate Compliance Agreement and E-Rate Program rules, as well as the obligation to follow all E-Rate Rules/Requirements.

⁶ AT&T represents that some of AT&T's collective bargaining agreements with various unions have expiration dates in or after April 2009. In the event a work stoppage occurs prior to completion of training, AT&T shall notify the FCC of the occurrence of the work stoppage within five (5) business days and the parties shall negotiate in good faith on the timing of training.

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- b. An overview and in-depth discussion of the E-Rate program elements, including E-Rate Rules/Requirements relating to (i) Competitive Bidding and Procurement Requirements; (ii) the Commission's rules and requirements regarding a "fair and open" competitive bidding process; (iii) "lowest corresponding price" rules and obligations created by this agreement and the importance of "cost effectiveness" in an E-Rate applicant's selection of a service provider; (iv) free services and service substitutions; (v) eligible services and co-pays; and (vi) the generation and retention of documents (*see, e.g., 47 C.F.R. §§ 54.502, 54.503, 54.504(a), 54.509, 54.511, 54.513, 54.522, and 54.523; Schools and Libraries Fifth Report and Order, 19 FCC Rcd 15808 (2004); Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, 18 FCC Rcd 26407 (2003); Request for Review of Decision of Universal Service Administrative Company by Schaumburg Community Consol. School Dist. 54, 17 FCC Rcd 3181 (2002); Request for Review of Decisions of Universal Service Administrator by Mastermind Internet Services, Inc., 16 FCC Rcd 4028, 4029, 4033 (2000)*).⁷ This aspect of the training will include hypothetical scenarios and "real case" examples of service provider "dos and don'ts" consistent with these requirements.
- c. An overview and discussion of relevant state and local procurement and competitive bidding laws or requirements in the State of Indiana (including competitive bidding rules applicable to Indiana school districts).
- d. An overview of AT&T's Code of Business Conduct and any provisions of AT&T's Code of Business Conduct and other corporate policies that apply to competitive bidding and a discussion of the applicability of those policies to the E-Rate program, including the Code of Business Conduct provisions which state that employees generally may not give gifts, meals, entertainment or other things of value to government representatives or representatives of E-Rate Eligible Entities because applicable laws either prohibit or significantly restrict such practices, and that where such gifts are legally permissible, AT&T employees must seek prior approval from the AT&T Legal Department.
- e. Resource materials containing the AT&T Indiana E-Rate Policy; information covered in the training; the AT&T Code of Business Conduct provisions on Conducting Business with Governments and E-Rate Eligible Entities; an internal E-Rate compliance website; and the internal process for escalating to subject matter experts and to the AT&T Legal Department E-Rate-related questions, issues or concerns, which includes both the process for online submissions as well as a telephone number to call.

⁷ At a minimum, this training shall also include detailed guidance for Covered Personnel regarding the prohibitions against: (i) providing kickbacks, facilitating any economic payment or benefit unrelated to the BEAR reimbursement process, or other incentive to an E-Rate applicant; (ii) incorporating overcharges or payments for ineligible services into rates offered by, or invoices submitted by, the service provider; (iii) and circumventing the competitive bidding procedures by changing service terms and rates in a manner inconsistent with the RFP after being selected as the service provider.

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8. The training materials shall also emphasize the potential ramifications of failing to comply with E-Rate Rules/Requirements and remind Covered Personnel of their responsibilities under the AT&T Indiana E-Rate Policy and the AT&T Code of Business Conduct, which, among other things, requires Covered Personnel to comply with all applicable legal and regulatory requirements. Covered Personnel shall also be reminded of their duty to immediately notify management if they learn of or suspect misconduct by any employee or Contractor with respect to the E-Rate program. The training materials shall also include the telephone number for providing that information anonymously and list the OIG hotline and USAC whistleblower telephone numbers.

9. During the pendency of this E-Rate Compliance Agreement, AT&T shall conduct this E-Rate training in-person on no less than an annual basis. AT&T shall also provide the E-Rate training to new Covered Personnel within forty-five (45) calendar days of being assigned such responsibilities.

10. AT&T shall update and enhance the foregoing training materials as appropriate and necessary to reflect the current FCC rules and orders and USAC guidance.

C. Monitoring and Enforcement of E-Rate Compliance; Annual Audits

11. To ensure that its participation in the E-Rate program is consistent with the E-Rate Rules/Requirements specified in Sections B.7. b, c, and d, AT&T shall establish a system of internal monitoring and E-Rate compliance review, which shall include monitoring by AT&T's Corporate Compliance Department with support on several levels by multiple departments within AT&T. Appropriate disciplinary action, up to and including dismissal from employment, applies to any failure to comply with E-Rate Rules/Requirements. Monitoring shall include:

- a. Documentation and Certification of Training: AT&T shall monitor the mandatory attendance of Covered Personnel at the E-Rate compliance training described in Section B herein by recording attendance in an attendance roster that will be kept by compliance staff that conducts the training. To the extent permitted under union guidance, all Covered Personnel and the attorneys that support the E-Rate activities of such Covered Personnel who attend the training shall be required to execute certifications at the end of each training session attesting to their presence at, and understanding of, the training. In instances where there is an objection by a union represented employee to executing the certification, the trainer shall certify that the employee attended the training session.
- b. Documentation of E-Rate-Related Expenses: To ensure compliance with the AT&T Code of Business Conduct's provisions on Conducting Business with Governments and E-Rate Eligible Entities and the E-Rate Rules/Requirements requiring a "fair and open" competitive bidding process, AT&T shall (i) retain, with respect to Covered Personnel, a record of the Legal Department's approval related to any meal, gift, entertainment expense, or other thing of value provided to representatives of E-Rate Eligible Entities, whether paid for with company or personal funds and whether or not expense reimbursement is sought, and (ii) utilize expense tracking systems for E-Rate-

related expenditures by Covered Personnel and Contractors, so as to ensure that the supervisor review and approval process for corporate credit card purchases and other expense reimbursements is applied to E-Rate-related expenditures. The approving supervisor shall be responsible for reviewing all E-Rate-related expense reports and supporting documentation, for checking accuracy, and for confirming compliance with policy, including the Code of Business Conduct provisions on Conducting Business with E-Rate Eligible Entities. All expenses for or in connection with any representative of an E-Rate Eligible Entity will be identified as an E-Rate expense and monitored accordingly.

- c. Submission of Lowest Corresponding Price Analysis: AT&T shall prepare a written analysis sufficient to document its compliance with the requirement that the rates it charges for E-Rate services in Indiana are not above the lowest corresponding price pursuant to 47 C.F.R. § 54.511(b). Following the Form 471 filing deadline each year, AT&T shall conduct a review of the lowest corresponding price analysis conducted for winning bids for the provision of E-Rate goods and services to determine: (i) the accuracy of such analyses, and (ii) consistency between such analyses, AT&T's response to the E-Rate RFP and the rates specified in the resulting contract where AT&T Indiana is selected as the service provider. AT&T shall submit the written analysis, and an explanation of any inconsistencies found pursuant to (ii) above, to the FCC-WCB and USAC-OGC annually by May 1 of each year.

12. AT&T's corporate auditing department shall conduct an internal E-Rate compliance audit for ATTSCO, and AT&T Indiana E-Rate Organizations for the period ending one (1) year after the Effective Date, which audit and audit report shall be completed and provided to the FCC-OIG, FCC-OGC, FCC-WCB, FCC-EB and USAC-OGC not later than three (3) months thereafter (the "AT&T First Year Audit Report"). This audit should be conducted in accordance with *International Standards for the Professional Practice of Internal Auditing (Standards)* promulgated by the Institute of Internal Auditors (IIA), and should be designed to verify that:

- a. AT&T is complying with the terms of this E-Rate Compliance Agreement, the AT&T Indiana E-Rate Policy, and the E-Rate Program Rules/Requirements specified in Sections B.7. b, c, and d on which Covered Personnel have received annual training, including but not limited to compliance with the lowest corresponding price rule in connection with any winning bids for the provision of E-Rate goods and services and with the Competitive Bidding and Procurement Requirements;⁸
- b. AT&T adhered, with respect to E-Rate-related activities including interactions with representatives of E-Rate Eligible Entities, to the AT&T

⁸ The portion of the audit pertaining to compliance with the lowest corresponding price rule shall also review (i) whether AT&T conducted an analysis to determine the lowest corresponding price prior to submitting its bid, and (ii) review the consistency, and explain any inconsistencies, between the lowest corresponding price analyses, AT&T's responses to the RFPs and the rates specified in any resulting contract where AT&T is selected as the service provider.

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Indiana E-Rate Policy and the AT&T Code of Business Conduct and to AT&T's employee expense guidelines; and

- c. The facts and circumstances of AT&T's E-Rate participation are consistent with the certifications made pursuant to Section D.15, below.

The audit report shall describe any instances of non-compliance revealed by the audit. In addition, the audit examiners shall not make the verifications described above unless they are satisfied, after appropriate examination, that (i) the E-Rate contracts, if any, and the competitive bidding processes resulting in such E-Rate contracts, comply with E-Rate Rules/Requirements and (ii) the audit disclosed no evidence of hidden terms, side agreements, kickbacks, payments, overcharges, other undisclosed arrangements, or conflicts of interest that are inconsistent with E-Rate Rules/Requirements.

13. At the end of the second year after the Effective Date, AT&T shall obtain at its expense and submit to the FCC-OIG, FCC-OGC, FCC-WCB, FCC-EB and USAC-OGC an independent audit of, and associated audit report ("Second Year Independent Audit Report") covering the same matters set forth in Section C.12 herein and describing any instances of non-compliance revealed by the audit. The Second Year Independent Audit shall be completed and provided to the FCC and USAC not later than three (3) months following the end of the second year after the Effective Date and shall be conducted in accordance with the Generally Accepted Auditing Standards (GAAS) of the American Institute of Certified Public Accountants (AICPA). In addition, at the end of the third year after the Effective Date, the FCC and/or USAC may conduct an audit (the "Close-Out Audit") focused on any areas of non-compliance identified in the AT&T First Year Audit Report or Second Year Independent Audit Report and on any compliance issues that may have been detected by any FCC/USAC audit or by AT&T's internal monitoring.

14. AT&T acknowledges that this E-Rate Compliance Agreement shall not preclude the FCC or USAC from conducting additional audits under the Commission's rules, including those at 47 C.F.R. §§ 54.516(c) and 54.707. AT&T agrees to cooperate fully with any such audit, including by promptly complying with requests for information or documents and making requested and relevant personnel available. AT&T further agrees to retain all documents pertaining to implementation and monitoring of this E-Rate Compliance Agreement for a period of at least two (2) years after the obligations under this agreement have expired, or longer where required by 47 C.F.R. § 54.516, and to produce such documents as reasonably requested by the FCC and in response to any audit or investigation under 47 C.F.R. § 54.516. Specifically, AT&T shall cooperate with any FCC/USAC audit of AT&T's compliance with the terms of this E-Rate Compliance Agreement and with E-Rate Rules/Requirements commencing after the second year anniversary of the Effective Date.

D. Annual E-Rate Compliance Certification to the FCC

15. During the period that this E-Rate Compliance Agreement remains in effect and as a condition of the continued receipt of E-Rate funds associated with Indiana E-Rate activities, AT&T shall certify annually (the "Annual Compliance Certification"), contemporaneously with the submission of the AT&T First Year Audit Report (and thereafter on the anniversary of that date), that:

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- a. AT&T is and was at all times during the reporting period in compliance with the terms of this E-Rate Compliance Agreement and with the E-Rate Rules/Requirements relating to (i) Competitive Bidding and Procurement Requirements; (ii) the Commission's rules and requirements regarding a "fair and open" competitive bidding process; (iii) the "lowest corresponding price" rules, and obligations created by this agreement; (iv) free services and co-pays; (v) eligible services; and (vi) the creation and retention of documents as required by the rules, and obligations created by this agreement, and is unaware of any instances where Covered Personnel caused any representative of an E-Rate Eligible Entity to violate the E-Rate Rules/Requirements specified in this paragraph. Before making this annual certification, AT&T will conduct an appropriate due diligence review of AT&T's compliance;
- b. The rates and prices charged by AT&T to applicants for E-Rate-supported goods and/or services were the lowest corresponding price as required by 47 C.F.R. § 54.511(b), were at all times consistent with the terms set forth in the contracts between applicants and AT&T (including any amendments to such contracts that may be necessary to comply with the "lowest corresponding price" rules, and obligations created by this agreement), and did not include overcharges;⁹
- c. The FCC Form 474s submitted by AT&T to USAC for reimbursement for E-Rate activities in Indiana, sought payment only for eligible services or services eligible for service substitution, only for services for which a commitment was made by USAC to the specific applicant, and only for services which have actually been provided to the applicant; and
- d. There have not been any payments, pass-through of E-Rate funds or other compensation between AT&T and the E-Rate applicant other than proper reimbursements under the BEAR process, reimbursements as a result of an overpayment, or other adjustments or payments made in the normal course of business or in connection with the settlement of disputed claims.¹⁰

16. To the extent that AT&T cannot so certify, AT&T shall provide the FCC with a compliance report (an "E-Rate Compliance Report"), including a detailed explanation of: (i) any instances of non-compliance with this E-Rate Compliance Agreement or with the specified E-Rate Rules/Requirements, and (ii) the steps that AT&T has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken.

⁹ This does not include minor billing errors that occur and are corrected in the normal course of business.

¹⁰ The FCC understands that as part of the resolution of the matters described in the Civil Settlement, ATTSCO will pay or cause to be paid certain funds to E-Rate eligible entities in Indiana who were members of the Intelnet consortium or who otherwise received internet access or related services through the Intelnet consortium. The FCC acknowledges and agrees that those payments are not part of the audit and certification requirements that AT&T is undertaking through this Compliance Agreement, and further acknowledges that such payments do not constitute improper compensation to any applicant and do not constitute interference in any manner with the competitive bidding process.

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17. Such Annual Compliance Certifications and any necessary E-Rate Compliance Report(s) shall be provided to the FCC-OIG, FCC-OGC, FCC-WCB, FCC-EB, and USAC-OGC.

E. Extension of Term of Compliance Agreement

18. Notwithstanding the provisions of Section A above, the Parties intend and AT&T expressly agrees that this E-Rate Compliance Agreement shall remain in effect for an additional Funding Year (the "Extension Period") beyond June 30, 2012 if:

- a. AT&T has failed to substantially comply with E-Rate Program Rules/Requirements (as determined in any FCC/USAC audit, the AT&T First Year Audit, the Second Year Independent Audit, or in any Close-Out Audit provided for herein or as indicated by any Annual Compliance Report required hereunder); or
- b. Within sixty (60) calendar days after completion of the Close-Out Audit, or within sixty (60) calendar days after the last applicable obligation imposed on AT&T under this E-Rate Compliance Agreement, whichever occurs later, the FCC determines that AT&T has not substantially fulfilled all of its obligations in this E-Rate Compliance Agreement and provides AT&T with written notice of such non-compliance, identifying those areas of non-compliance. Within thirty (30) calendar days thereafter, AT&T may submit any additional materials or evidence that it believes would demonstrate its compliance. Within thirty (30) calendar days of receipt of such comments from AT&T, the FCC shall notify AT&T of whether or not an extension is still deemed appropriate.

19. At the close of the Extension Period, AT&T shall obtain at its expense and submit to the FCC-OIG, FCC-OGC, FCC-WCB, FCC-EB and USAC-OGC an Extension Period Audit by an independent auditor consistent with audit requirements in Section C.13 and covering the matters described in Section C.12 herein and shall also submit a detailed E-Rate Compliance Report describing the remedial steps it has taken to address any instances of non-compliance previously identified by the FCC or uncovered by AT&T as part of its regular compliance monitoring and oversight.

F. Notices and Reports

20. All notices, reports, disclosures or other communications required by this E-Rate Compliance Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally; (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below and telephonic confirmation of receipt is obtained promptly; or (c) on the day after delivery to an overnight courier service, prepaid and properly addressed as follows:

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- (a) If to the FCC Office of Inspector General:

Inspector General (or designee)
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554
Telephone: (202) 418-0470
Facsimile: (202) 418-2811

- (b) If to USAC:

General Counsel (or designee)
Universal Service Administrative Company
2000 L St. N.W. Suite 200
Washington, D.C. 20035
Telephone: (202) 775-0200
Facsimile: (202) 775-8118

- (c) If to the FCC Office of General Counsel:

General Counsel (or designee)
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554
Telephone: (202) 418-1700
Facsimile: (202) 418-2822

- (d) If to the Wireline Competition Bureau:

Bureau Chief (or designee)
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554
Telephone: (202) 418-1500
Facsimile: (202) 418-2825

- (e) If to the Enforcement Bureau:

Bureau Chief (or designee)
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554
Telephone: (202) 418-7450
Facsimile: (202) 418-2810

21. The individuals signing this E-Rate Compliance Agreement on behalf of ATTSCO, the AT&T Indiana E-Rate Organizations, and AT&T Inc. represent and warrant that they are authorized by ATTSCO, the AT&T Indiana E-Rate Organizations and AT&T

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Inc. to execute this agreement. The FCC signatory represents that he is signing this agreement in his official capacity and that he is authorized to execute this agreement.

22. This E-Rate Compliance Agreement is binding on the successors and assigns of the signatories hereto and their affiliated companies.

FEDERAL COMMUNICATIONS COMMISSION

DATED:

2/13/09

BY:

Matthew Berry

Matthew Berry

General Counsel

Federal Communications Commission

AT&T INC.

DATED:

BY:

Paul Mancini

Senior Vice President and Assistant General Counsel

AT&T Inc., on behalf of the AT&T Companies

AT&T TECHNICAL SERVICES COMPANY, INC.

DATED:

BY:

John Potter

Vice President – AT&T Business Solutions

AT&T Corp., on behalf and as authorized by

AT&T Technical Services Company, Inc.

AT&T INDIANA E-RATE ORGANIZATIONS

DATED:

BY:

John Potter

Vice President – AT&T Business Solutions

AT&T Corp., on behalf and as authorized by the

AT&T Indiana E-Rate Organizations

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General Counsel
Federal Communications Commission

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DATED:

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Senior Vice President and Assistant General Counsel
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BY:

John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by
AT&T Technical Services Company, Inc.

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Vice President - AT&T Business Solutions
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Matthew Berry
General Counsel
Federal Communications Commission

AT&T INC.

DATED:

BY: _____
Paul Mancini
Senior Vice President and Assistant General Counsel
AT&T Inc., on behalf of the AT&T Companies

AT&T TECHNICAL SERVICES COMPANY, INC.

DATED:

BY: _____
John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by
AT&T Technical Services Company, Inc.

AT&T INDIANA E-RATE ORGANIZATIONS

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BY:

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Paul Mancini
Paul Mancini
Senior Vice President and Assistant General Counsel
AT&T Inc., on behalf of the AT&T Companies

AT&T TECHNICAL SERVICES COMPANY, INC.

DATED:

BY:

John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by
AT&T Technical Services Company, Inc.

AT&T INDIANA E-RATE ORGANIZATIONS

DATED:

BY:

John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by the
AT&T Indiana E-Rate Organizations

EXECUTION COPY

Inc. to execute this agreement. The FCC signatory represents that he is signing this agreement in his official capacity and that he is authorized to execute this agreement.

22. This E-Rate Compliance Agreement is binding on the successors and assigns of the signatories hereto and their affiliated companies.

FEDERAL COMMUNICATIONS COMMISSION

DATED:

BY:

Matthew Berry
General Counsel
Federal Communications Commission

AT&T INC.

DATED:

BY:

Paul Mancini
Senior Vice President and Assistant General Counsel
AT&T Inc., on behalf of the AT&T Companies

AT&T TECHNICAL SERVICES COMPANY, INC.

DATED: 2/13/09

BY:

John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by
AT&T Technical Services Company, Inc.

AT&T INDIANA E-RATE ORGANIZATIONS

DATED: 2/13/09

BY:

John Potter
Vice President - AT&T Business Solutions
AT&T Corp., on behalf and as authorized by the
AT&T Indiana E-Rate Organizations